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IN THE

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1957

No. 399

NEW ORLEANS INSURANCE EXCHANGE,
Appellant,

versus

UNITED STATES OF AMERICA,
Appellee.

On Appeal from the United States District Court for the Eastern District of Louisiana, New Orleans Division.

PETITION FOR REHEARING.

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PETITION FOR REHEARING.

To the Honorables, the Chief Justice and the Associate Justices of the Supreme Court of the United States:

The New Orleans Insurance Exchange, Defendant and Appellant, through its undersigned counsel, presents this petition for a rehearing, in accordance with the provisions of Rule 58 of the Revised Rules of this Court, and, in support thereof, respectfully shows:

(1).

The complaint in this case charged the Defendant, New Orleans Insurance Exchange, with violating the provisions of Sections 1 and 2 of the Sherman Antitrust Act, and sought an injunction to restrain the alleged violations. The defendant is a private association composed of approximately 130 local insurance agents who handle fire, casualty, and surety business only in the three Louisiana Parishes of Orleans, Jefferson and St. Bernard. **The most important single issue in this case is whether the State of Louisiana has the right to regulate and control the business of insurance within its borders, or whether, on the contrary, this business is subject to Federal control and regulation, despite the provisions of the McCarran-Ferguson Act** (15 U.S.C.A., Secs. 1011-1015, see Appendix "A") **which was enacted by Congress for the express purpose of delegating to the states full power and authority to regulate and control the business of insurance.**

(2).

As will be hereinafter shown, this Court has recently considered several cases involving the meaning and effect of the McCarran-Ferguson Act, and has denied a writ of certiorari in one case; granted writs in two other cases; and, without a hearing, summarily affirmed the judgment of the district court in this case, all with results apparently conflicting and definitely confusing to the State insurance Commissioners and to the insurance industry throughout the nation. **If this question is not clearly answered by an interpretation of the McCarran-Ferguson Act, the parties affected will not know whether full compliance with the State laws may constitute direct violations of the Sherman Act and other Federal statutes.**

(3).

The decision by the district court in this case, granting an injunction in favor of the government, was rendered on February 5, 1957, and is reported at 148 F. Supp. 915.

(4).

A direct appeal to this Court was taken by the New Orleans Insurance Exchange, pursuant to 15 U.S.C. 29, which provides that in every civil action brought in any district court in the United States under the Sherman Antitrust Act, as amended, wherein the United States is complainant, an appeal from the final judgment of the district court will lie **only** to the Supreme Court.

(5).

In accordance with the provisions of Rule 15 of the Revised Rules of this Court, Appellant filed a jurisdictional statement, carefully following the requirements of that rule. Appellant refrained from presenting argument and authorities on the merits of the case, because Rule 15 neither requires nor permits argument and authorities on the merits.

(6).

Counsel for the Government then filed a Motion to Affirm, under Rule 16(1)(c), on the theory that, **"IT IS MANIFEST THAT THE QUESTIONS ON WHICH THE DECISION OF THE CAUSE DEPENDS ARE SO UNSUBSTANTIAL AS NOT TO NEED FURTHER ARGUMENT".** Included in the Motion to Affirm were authorities and argument on the merits of the case, not authorized by Rule 15.

(7).

In accordance with Rule 16(3) Appellant filed a brief in opposition to Appellee's Motion to Affirm. However, out of deference to the requirements of the Rules of this Court, counsel for Appellant limited the brief essentially to a showing that the questions on which the decision of this cause depends are most substantial, and are of vital public importance.

(8).

On October 28, 1957 this Court granted the Government's Motion to Affirm, and affirmed the judgment of the lower court, without ever having afforded Appellant an apportunity to present briefs or oral argument on the merits of the case. The time for filing a petition for rehearing was extended by Mr. Justice Black on November 6th, 1957, through December 6, 1957.

(9).

The decision in this case is of critical importance to the State of Louisiana, which has adopted a comprehensive insurance code, including severe penal provisions, for the purpose of regulating the business of insurance. The Attorney General of the State of Louisiana joined in Appellant's request for an extension of time within which to file a petition for a rehearing, for the reason that the Attorney General of the State of Louisiana needed additional time within which to prepare and file a brief, *amicus curiae*, in support of Appellant's petition.

(10).

The office of the Attorney General of the State of Louisiana has been in touch with representatives of a

number of public officials of other states who are vitally interested in the outcome of this case. These officials are considering the necessity of filing briefs, *amici curiae*, in support of Appellant's petition for a rehearing, and also in support of the position that Congress has expressly delegated to the several states the right to regulate and tax the business of insurance, with the result that the Sherman Act and certain other Federal laws are inapplicable to the business of insurance, to the extent that it has been regulated by the laws of the several states

(11).

The effect of the summary decision of this Court has been to **deprive Appellant of any appeal,** since the **only** appeal in a case of this kind is directly to the Supreme Court, and this Court has disposed of the entire matter on the Government's Motion to Affirm, without affording Appellant any opportunity to be heard, by either brief or oral argument on the merits.

(12).

The issues here involved are of widespread public importance, and the summary disposition of this case, without a hearing on the merits, has made it extremely difficult, if not impossible, for the representatives of the various states to prepare and file briefs *amici curiae;* whereas ample time would have been afforded if this Court had noted jurisdiction and permitted a hearing.

(13).

A condition of extreme disorganization and confusion in the regulation and taxation of the business of insurance by the various state insurance commissioners

will unquestionably result unless this Court recognizes and clarifies the effect of the McCarran-Ferguson Act which was enacted by Congress for the express purpose of recognizing and returning to the several states the right to control and tax the business of insurance. This legislation was made necessary by the precedent shattering 4 to 3 decision of this Court in *United States v. South-Eastern Underwriters Association*, 322 U. S. 533 (1944). As will appear from the authorities cited herein and in the annexed appendices, the *South-Eastern Underwriters* decision convulsed the insurance business. This Court had held for more than seventy-five years, starting with *Paul v. Virginia*, 8 Wall. (U. S.) 168, that the business of insurance did not fall within the contemplation of the Sherman Act, but was by Congress permitted to be exclusively subject to control and regulation by the several states. The recent actions of this Court in disposing of cases which involve the McCarran-Ferguson Act has resulted and is resulting in consternation in the insurance business and among the insurance commissioners of the several states.

(14).

In the first case to reach this Court after the enactment of the McCarran-Ferguson Act, Your Honors clearly stated that the purpose of Congress in enacting this legislation was to return to the states the power to regulate and tax the business of insurance. *Prudential Insurance Co. v. Benjamin*, 328 U. S. 408 (1946). This conclusion was reaffirmed in *Wilburn Boat Company v. Firemen's Fund Insurance Company*, 348 U. S. 310 (1955); and has been uniformly followed by the circuit courts. *North Little Rock Transportation Co. v. Casualty Reciprocal Exchange*, 181 F. (2d) 174 (C.C.A. 8, 1950),

cert. den. 340 U. S. 823; *National Casualty Co. v. Federal Trade Commission*, 245 F. (2d) 883 (C. C. A.-6, 1957); *American Hospital & Life Insurance Co. v. Federal Trade Commission*, 243 F. (2d) 719 (C.C.A.-5, 1957); and *Miley v. John Hancock Mutual Life Insurance Company, et al.*, 242 F. (2d) 758 (C.C.A.-1, 1957), affirming 148 F. Supp. 299 (D. C., Mass., 1957).

In the *Miley* case, this Court, on October 14, 1957, **denied** an application for a writ of certiorari.

In the *National Casualty Company* and *American Hospital & Life Insurance Company* cases, this Court **granted** writs of certiorari on November 12, 1957.

In the case presently under consideration (New Orleans Insurance Exchange), this Court **affirmed, without a hearing,** the judgment of the district court.

(15).

It may be stated broadly that in the *Miley* case, the *National Casualty Company* case, and the *American Hospital & Life Insurance Company* case, the right of the several states to regulate the business of insurance was **upheld** by the Circuit Courts, whereas in the present case (New Orleans Insurance Exchange) the right of the State of Louisiana to regulate the business of insurance has been **denied.** The action of this Court in denying a writ in the *Miley* case, granting a writ in the other two cases, and affirming (without a hearing) the judgment of the district court in the New Orleans Insurance Exchange case results in conflict and confusion. Under these circumstances, it is submitted that the petition for a rehearing should be granted so that the New Orleans Insurance

Exchange will not be denied a hearing on appeal, and so that this Court may consider this case together with the *National Casualty Company* case and the *American Hospital & Life Insurance Company* case. Those two cases involve the Federal Trade Commission Act and the New Orleans Insurance Exchange case involves the Sherman Act. The entire question of the effect of the McCarran-Ferguson Act in delegating to the states the right to regulate the business of insurance can be clarified by this Court at one time, by granting the rehearing and docketing the three cases together.

(16).

The McCarran-Ferguson Act provides that, **"The business of insurance, and every person engaged therein, shall be subject to the laws of the several States which relate to the regulation or taxation of such business".** 15 U.S.C. Section 1012(a). This statute further provides that, **"No act of Congress shall be construed to invalidate, impair, or supersede any law enacted by any state for the purpose of regulating the business of insurance, or which imposes a fee or tax upon such business, UNLESS SUCH ACT SPECIFICALLY RELATES TO THE BUSINESS OF INSURANCE."** (All emphasis added unless otherwise indicated). The Act further provides that (after June 30, 1948) **the Sherman Act and the Federal Trade Commission Act shall be applicable to the business of insurance (only) to the extent that such business is not regulated by state law.** 15 U.S.C. Section 1012(b). In the present case the government conceded and the district court found (148 F. Supp. 915, at page 920, footnote 17) that **"Louisiana has a comprehensive insurance code providing for the complete regulation of the insurance industry within**

the State. L.R.S. 22:1-22:1734". This includes severe penal provisions (L.R.S. 22:1455) and expressly prohibits any act of boycott, coercion or intimidation resulting or tending to result in unreasonable restraint of, or a monopoly in, the business of insurance." L.R.S. 22:1214A.

(17)

The legislative history of the McCarran-Ferguson Act clearly shows that the whole purpose of the McCarran-Ferguson Act was to return to the several states the control, regulation and taxation of the business of insurance. Pertinent extracts from the debates in Congress are included in Appendix "B" (containing also an analysis of the McCarran-Ferguson Act, with copies of the bills from which it evolved).

For example:

> MR. REVERCOMB. Mr. President, I have listened with interest to the discussion concerning the amendment to paragraph (b) of section 2. **It occurs to me that not only does the proposed act provide for a suspension of the Clayton Act and the Sherman Act, but the very purpose of it is to restore the control of the insurance business to the States.** If we make the change proposed in this section and say "until January 1, 1948", then the bill in its completeness will end in 1948. The present provision is—and this was the measure reported unanimously by the Committee on the Judiciary - - -
>
> "No act of Congress" - - -
>
> Existing at this time, or passed before this, or to be passed in the future - - - "shall be construed to invalidate, impair, or supersede any law enacted by any State * * * unless such act specifically so provides."

I do not think there should be any limitation of time in the provision. We do not want the law to end on January 1, 1948. **We want the business left in the control of the States, unless by enactment in the future we specifically state that we do not want something they are doing to be continued.** 91 Cong. Rec. 485 (1945).

* * * * * *

MR. ELLENDER. Mr. President, as I understand **the pending measure it has two main purposes: First, a declaration of policy by the Congress that the continued regulation and taxation by the several States of the business of insurance is in the public interest and that the States shall continue to regulate and tax it, unless Congress specifically legislates on the subject matter to the contrary.** Second. A moratorium is declared making ineffective the Sherman and Clayton Acts for a time specified in section 4(a) of the bill so that States can adjust their laws on the subject. The Judiciary Committee made a careful study of the problems involved and has reported the bill and I believe that the bill as it came from the committee is not ambiguous, but carries out the purposes above set forth by me.

* * * * * *

MR. FERGUSON. I take it the language now used would be very confusing. The bill excludes all acts except those enumerated. We will have to change the language so as to make all other acts not applicable except the Sherman Act and the Clayton Act. Then we except those acts in the next section.

MR. ELLENDER. Such language put in proper place would cover the objection I suggested to the pending amendment. However, I am not ad-

vocating it, because I think the bill as reported by the Judiciary Committee is clear. **I think all of us agree that the States should retain the right of regulating and taxing the insurance business within their respective borders.**

* * * * * * *

MR. WHERRY. * * * **As a member of the Committee on the Judiciary, I am for the bill as it came from the committee. The reason I voted for it was that it would put the regulation of the insurance business in the hands of the States. That is the important thing in this bill.** I believe that the amendments which have been suggested would be confusing and conflicting. In my judgment the bill would be better if it were left as it was reported from the committee than if we were to try to amend it on the floor of the Senate. I hope the amendments will be rejected. 91 Cong. Rec. 487 (1945).

* * * * * * *

MR. PEPPER. **Does that mean that after January 1, 1948, the States may determine whether or not the Sherman and the other acts become applicable to the business of insurance?**

MR. MC CARRAN. **The answer to that question is "Yes". During the 3-year moratorium the States may, if they see fit to do so, enact legislation for the purpose of regulation. If they do enact such legislation, to the extent that they regulate they will have taken the business of insurance in the respective States out from under the Sherman Anti-Trust Act, the Clayton Act, and the other acts. If during the moratorium the States do not enact legislation for regulatory purposes, then on January 1, 1948, the Sherman Act, the Clayton Act, and the other acts will become immediately applicable.**

MR. WHITE. Mr. President, **is it not perfectly clear that the force and effect of these Federal statutes may be applicable and shall be applicable to whatever extent the State law fails to occupy the ground and engage in regulation?** As I take it, there are two jurisdictions.

MR. MC CARRAN. There always are.

MR. WHITE. **There is the State, authorized to act to whatever extent seems proper.**

MR. MC CARRAN. That is correct.

MR. WHITE. Then the Federal Government can come in, and it does come in and may legislate beyond the limit of the State legislation.

MR. MC CARRAN. **To the extent that the States does not regulate.**

MR. WHITE. **To the extent that the State does not regulate.**

91 Cong. Rec. 1443-1444 (1945). (Emphasis added).

(18).

The district court has held that the business of insurance in Louisiana is subject to the provisions of the Sherman Act, despite the fact that the Sherman Act does not "specifically relate to the business of insurance", and despite the fact that the State of Louisiana has adopted a comprehensive insurance code completely regulating the business of insurance.

(19).

The holding of the district court is based upon an abortive exception appearing in the McCarran Act as follows:

> "Nothing contained in this Act shall render the said Sherman Act inapplicable to any agreement to boycott, coerce, or intimidate, or act of boycott, coercion, or intimidation." 15 U.S.C. Section 1013(b).

The district judge evidently believed that there are certain provisions of the Sherman Act which prohibit "boycott, coercion, or intimidation"; and in support of this erroneous conclusion, he cited an extract from the Senate Judiciary Report on the bill expressing the opinion that this section "provides that at no time are the **prohibitions in the Sherman Act against any act of boycott, coercion, or intimidation suspended. THESE PROVISIONS OF THE SHERMAN ACT REMAIN IN FULL FORCE AND EFFECT".** (Emphasis added). 148 F. Supp. 915 at 922, footnote 23.

(20).

As a matter of fact, **the Sherman Act contains no prohibition whatever** against "boycott, coercion, or intimidation", as such, and these words do not appear in the statute at all. **It is only to the extent that such acts might constitute a restraint of trade or a monopoly, or an attempt to restrain trade or to effect a monopoly, that such acts could constitute a violation of the Sherman Act.** However, the McCarran-Ferguson Act clearly provides that where the state has regulated the business of insurance, as Louisiana has, the Sherman Act shall have no application.

(21).

If the district judge is correct in his interpretation of the McCarran-Ferguson Act, the Defendant and its members would be subject to **criminal prosecution** un-

der the provisions of the Sherman Act. Criminal and penal statutes must be strictly construed. They cannot be enlarged or extended by intendment or implication, and only those persons, offenses and penalties clearly included beyond any doubt should be considered within the operation of the statute. They must come clearly within both the spirit and the letter of the statute, and where there is any reasonable doubt it must be resolved in favor of the party accused of violating the statute. *Crawford, Statutory Construction*, Section 240, page 640. The rule that penal statutes are strictly construed establishes a requirement of definiteness which must be met by legislative draftsmen. **Thus it is not uncommon to find penal statutes declared void for indefiniteness. The words of the criminal statute must be such as to leave no reasonable doubt as to the intention of the legislature and where such doubt exists the liberty of the citizen is favored.** *Sutherland, Statutory Construction*, (3rd Ed.) Vol. 3, Sec. 5605, p. 54. It is well settled that the courts will not construe one portion of a statute to annul that which has been clearly granted in another section. *Peck v. Jenness*, 42 U. S. 612; *Iglehart v. Iglehart*, 204 U. S. 478; see also, *U. S. v. Katz*, 271 U. S. 384. In *Federal Communications Commission v. American Broadcasting Company*, 346 U. S. 284, injunction proceedings were brought to enjoin the Federal Communications Commission from enforcing certain provisions of the rules promulgated by it under 18 U.S.C., Section 1304. The issue was whether the provisions of the rules correctly interpreted Section 1304. This statute prohibits the broadcasting of "any lottery, gift enterprise, or similar scheme * * *", under penalty of fine or imprisonment. The Commission argued that Section 1304 should be broadly construed to include within

its provisions the type of program banned in its rules. However, this Court pointed out that **although criminal proceedings were not involved in that case, nevertheless the court was called upon to interpret a criminal statute; hence, a strict construction was required.**

(22).

Assuming, but denying, that the Sherman Act is applicable to the present case, there is no violation where the restraint of interstate commerce, if any, is not unreasonable and is not substantial. *Hopkins, et al., v. United States,* 171 U. S. 578; *Anderson, et al., v. United States,* 171 U. S. 604; *Hooper v. California,* 155 U. S. 648; *Mandeville Farms v. American Crystal Sugar Co.,* 334 U. S. 219; see also, *United States v. Frankfort Distilleries, Inc.,* 324 U. S. 293; and *United States v. Women's Sports Wear Mfg. Assn.,* 336 U. S. 460, 462.

(23).

In all of the appellate court decisions involving trade associations having rules, regulations, and practices virtually identical to those under consideration in this case, **the courts have uniformly held that such rules are reasonable regulations for the protection of the members of such associations and of the public, and are not illegal.** *Cline v. Insurance Exchange of Houston,* 151 S. W. (2d) 491 (1941) and (in the Supreme Court of Texas) 140 Tex. 175, 166 S. W. (2d) 677; *Bersch v. The Fire Underwriters Assn. of St. Louis,* 241 S. W. 428; *Louisville Board of Fire Underwriters v. Johnson,* 133 Ky. 797, 119 S. W. 153; *Booker & Kainnaird v. Louisville Board of Fire Underwriters,* 188 Ky. 771, 224 S. W. 451 (cited with approval by the Second Circuit Court of Appeals in *Edelstein v. Gil-*

more, 35 F. (2d) 726); *Cox v. Gov. Ins. Co.*, 126 F. (2d) 254 (in which the United States Court of Appeals for the Sixth Circuit expressly approved the Kentucky cases referred to above); and *Miller v. Minneapolis Underwriters Association, et al.*, 226 Minn. 367, 33 N. W. (2d) 48.

(24).

In the following cases, involving boycotts or concerted refusals to deal, this Court applied the Rule of Reason and found the "boycott" to be legal: *Associated Press v. United States*, 326 U. S. 1; *Anderson v. United States*, 171 U. S. 604; *Hopkins v. United States*, 171 U. S. 578; *United States v. American Livestock Commission Company*, 279 U. S. 537; *United States v. Oregon State Medical Society*, 343 U. S. 326 (affirming 95 F. Supp. 103).

(25).

If the district judge is correct in his interpretation of the McCarran-Ferguson Act, and if the Sherman Act is applicable in any case of "boycott, coercion or intimidation" (despite comprehensive regulation of the insurance business by the State of Louisiana), **the general provisions of the Act are rendered virtually nugatory.** This is true for the reason that the Department of Justice and the courts can take the position that the actions of the parties in almost any conceivable case constitute "boycott, coercion, or intimidation", in one form or another.

(26).

The complaint in this case alleged that insurance companies have been unable to operate freely in Louisiana, as a result of the activities of the Defendant; but the

record is devoid of any testimony or evidence showing, or attempting to show, any adverse effect on any insurance company. Likewise, the complaint alleges that some insurance **agents** in the New Orleans area have been unable to obtain adequate company representation. However, **the record is devoid of proof in support of this charge,** except that the testimony showed that all agents in the New Orleans area, both within and without the Exchange, experience some difficulty in placing Workmen's Compensation insurance and surety business. The trial court found that a very substantial part of the fire, casualty, and surety business in the New Orleans area is handled by members of the New Orleans Insurance Exchange, who represent only stock insurance companies. However, the record shows that **a similar proportion of all such business is handled by stock insurance agents throughout the nation.**

(27).

The record is also devoid of any proof that the activities of the New Orleans Insurance Exchange and its members have affected the **cost of insurance** to the public or the **availability of completely adequate insurance coverage.** The principal objection by the Department of Justice to the activities of the New Orleans Insurance Exchange is that the members of the Exchange have agreed to support the American Agency System and have agreed to represent only **stock** insurance companies writing fire, casualty and surety business. The record shows that insurance agents cannot properly handle a "mixed" agency, representing both stock companies and mutual companies, because of the conflicts of interest which immediately arise.

(28).

There are several additional important questions presented by this appeal, as set forth in Appellant's Jurisdictional Statement (pages 4-7). Appellant does not abandon any of the issues which are included in the Statement of Jurisdiction and reserves all rights in connection therewith. This petition for a rehearing has been limited to the development of several of the most important issues, each of which fully justifies the granting of a rehearing.

CONCLUSION.

It is submitted that a rehearing should be granted in this case for the following reasons:

(1) The issues are of widespread public importance, affecting state insurance commissioners and the insurance industry throughout the United States.

(2) The only appeal permitted in this case was from the District Court directly to this Court. Your Honors granted the Government's motion to affirm, without affording Appellant an opportunity to submit briefs or oral argument on the merits, with the result that Appellant has been deprived of any hearing on appeal.

(3) The Attorney General for the State of Louisiana joined in Appellant's motion to extend the time for filing this petition for a rehearing, in order to obtain sufficient time to file a brief *amicus curiae*. If this Court had noted jurisdiction, instead of affirming the judgment of the District Court without a hearing, ample opportunity would have been afforded the Attorneys General of other states to file briefs *amici curiae*.

(4) Several cases recently considered by this Court involve the effect of the McCarran-Ferguson Act. In one case a writ of certiorari was denied and in two cases writs were granted. Those three cases involve the Federal Trade Commission Act and the present case involves the Sherman Act. All four of these cases involve an interpretation of the McCarran-Ferguson Act, which was enacted by Congress for the express purpose of permitting the several states to regulate and tax the business of insurance. Accordingly, this case should be considered with the two cases in which writs have been granted, so that this Court can give the various insurance commissioners and the insurance industry a workable expression of the Court's interpretation of the effect of the McCarran Act. As the situation now stands, the insurance industry and the insurance commissioners are operating in an area of complete uncertainty as to whether full compliance with state laws regulating the business of insurance may constitute violations of the Sherman Act, the Federal Trade Commission Act, and other Federal statutes.

(5) The exception appearing in Section 3(b) of the McCarran-Ferguson Act, relating to "boycott, coercion and intimidation" cannot create in the Sherman Act a prohibition which does not exist in that statute.

(6) If the Sherman Act is applicable, which is denied, the defendant has, nevertheless, not been guilty of any violation of the Sherman Act, because the by-laws and activities of the New Orleans Insurance Exchange are necessary and proper and are protected by the Rule of Reason which has frequently been applied by this Court.

Accordingly, a rehearing should be granted and jurisdiction should be noted, affording Appellant and the Attorneys General of Louisiana and other states an opportunity to present this case on the merits.

Respectfully submitted,

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CERTIFICATE.

I, MURRAY F. CLEVELAND, one of the attorneys for the New Orleans Insurance Exchange, Appellant herein, and a member of the Bar of the Supreme Court of the United States, hereby certify that the foregoing petition for a rehearing of this cause is presented in good faith and not for delay; and that on the day of December, 1957, I served copies of the foregoing petition for a rehearing on the United States of America by (a) depositing a copy thereof in a United States mailbox, with airmail postage prepaid, addressed to the Honorable J. Lee Rankin, Solicitor General of the United States, Washington 25, D. C., (b) depositing a copy thereof in a United States mailbox, with airmail postage prepaid, addressed to the Honorable Victor R. Hansen, Assistant Attorney General of the United States, Washington 25, D. C., and (c) depositing a copy thereof in a United States mailbox, with first class postage prepaid, addressed to the Honorable M. Hepburn Many, United States Attorney for the Eastern District of Louisiana, Federal Building, New Orleans, Louisiana.

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